

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

FILED

2000 OCT 23 P 1:52

UNITED STATES OF AMERICA
Plaintiff,

V.

Kenneth Robinson

Defendant.

CLERK, US DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY [Signature]
DEPUTY

Case No.

USAO No. 2000Z04190

SA00CA1145COMPLAINT**HG**

The plaintiff, United States of America, alleges as follows:

1. Jurisdiction: Plaintiff is the United States of America, and defendant Kenneth Robinson is an individual residing within the jurisdiction of this Court. The defendant can be served at 1070 Mearns Meadow Blvd., Austin, TX 78758. This court has jurisdiction pursuant to 28 U.S.C. § 1345.

2. In 1991, 20 U.S.C. § 1901a abolished the statute of limitations on all student loan debts and revived any student loan claims which had been previously barred by the statute of limitations.

3. The defendant for value received, executed and delivered two promissory note(s) to secure loan(s) under loan guaranty programs authorized under Title VI-B of the Higher Education Act of 1965, as amended, 20 U.S.C. §1071 et.seq. (34 C.F.R. Part 682 and/or 685). The defendant subsequently defaulted on the note(s). These transactions are more particularly set out in the two Certificate(s) of Indebtedness and accompanying note(s) attached hereto as Exhibit(s) 1 - 2, respectively and incorporated as if set forth fully herein.

4. The lender(s) on the loan(s) and payee(s) on the promissory note(s), assigned the note(s) to the United States. Under the terms of the note(s) and law, the note(s) was/were assigned to the

United States.

5. The United States is now the owner and holder of the promissory note(s). The defendant has failed to pay said note(s) according to the terms thereof. Pursuant to the terms of the promissory note(s), plaintiff United States declared the entire amount of indebtedness evidenced by the note(s) immediately due and payable.

6. Defendant owes a debt to the United States in the amount of \$5,768.11 (representing \$3,179.39 principal, administrative costs of \$45.65 and interest of \$2,543.07 through May 1, 2000 as more fully set forth on the Certificate(s) of Indebtedness attached hereto as Exhibit(s) 1 - 2. Interest continues to accrue at the rate of \$0.72 per day from May 2, 2000 until judgment is entered herein and interest thereafter at the post judgment rate as provided by law until the judgment is paid in full.

WHEREFORE, plaintiff prays for judgment against defendant:

1. In the amount of \$5,768.11 (representing \$3,179.39 principal, administrative costs of \$45.65 and interest of \$2,543.07 through May 1, 2000 as more fully set forth on the Certificate(s) of Indebtedness attached hereto as Exhibit(s) 1 - 2. Interest continues to accrue at the rate of \$0.72 per day from May 2, 2000 until judgment is entered herein and interest thereafter at the post judgment rate as provided by law until the judgment is paid in full;

2. For its costs and attorney's fees incurred herein; and

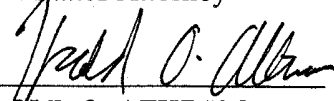
3. For such other relief as the Court deems just.

Respectfully submitted,

JAMES WILLIAM BLAGG

United States Attorney

By:


HAROLD O. ATKINSON

Assistant U.S. Attorney

Texas Bar. No. 01412000

601 NW Loop 410

San Antonio, Texas 78216

Telephone (210) 384-7262

Telefax (210) 384-7247

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Name: KENNETH F ROBINSON
AKA:

Address: 1070 MEARNS MEADOW BLVD APT 62

AUSTIN, TX 78758

SSN: 379-82-2515

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 05/01/00.

On or about 7/30/87, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from FIRST AMERICA SAVINGS, F.S.B., LONGMONT, CO. at 8.00% interest per annum. This loan obligation was guaranteed by HIGHER EDUCATION ASSISTANCE FOUNDATION, MN and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 2/11/89, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,817.61 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 8/1/93, assigned its rights and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower owes the United States the following:

Principal:	\$ 2,817.61
Interest:	\$ 2,170.16
Administrative/Collection Costs:	\$ 45.65
Late fees:	\$ 0.00
Total Debt as of 05/01/00 :	\$ 5,033.42



Interest accrues on the principal shown here at the rate of \$0.62 per day.

Pursuant to 28 USC §1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/15/00

Name:

Title:

Branch:

Kathleen Anglin
Loan Analyst

Litigation

DEFERMENT OF REPAYMENT

I understand that in certain instances authorized by the ACT the payments that I am required to make under Section D may be deferred. Payments of principal on my loan will be deferred after the repayment period begins, because of circumstances listed below, provided I comply with the procedural requirements set forth in the regulation governing the GSLP:

1. While I am enrolled in —

- A. Full-time study at a school that is participating in the GSLP (however, only citizens or nationals may attend schools outside of the U.S.);
- B. Full-time study at an institution of higher education or a vocational school that is operated by an agency of the Federal Government (e.g., the service academies);
- C. A graduate fellowship program approved by the Secretary of Education; or
- D. A rehabilitation training program for disabled individuals approved by the Secretary of Education.

2. For periods not exceeding 3 years for each —

- A. On active duty in the Armed Forces of the United States, or
- B. Serving as an officer in the Commissioned Corps of the United States Public Health Service.

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

- E. 1. Warrants that:
 - a) no defense of any party is good against the undersigned; and
 - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student Loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- 3. For record, the undersigned disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
- 4. For a complete record, the undersigned acknowledges that:
 - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

If I am unable to modify the

- 1) A short period of time;
- 2) A reasonable amount of time;
- 3) Making such modifications as are necessary.

I understand that the lender may collect from me

SIGNATURE *Clifford White* DATE *9-8-89*
 TITLE *Claims Analyst*
 F0025 10-87

MINISTRY OF DEFENSE

Under certain circumstances with Section

the Department of Defense may have their loans repaid by the Secretary of Defense, in accordance with the Department of Defense Authorization Act, 1981 (P.L. 96-342, 10 U.S.C. 2141, note).

Questions concerning the program should be addressed to the local Service recruiter. The program described is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

Section D, I may request the lender to do the following:

Interest which the lender may ()

U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Name: KENNETH F ROBINSON
AKA:

Address: 1070 MEARNS MEADOW BLVD APT 62

AUSTIN, TX 78758

SSN: 379-82-2515

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 05/01/00.

On or about 8/16/88, the borrower executed promissory note(s) to secure loan(s) of \$1,313.00 from FIRST BANK (N.A.), MADISON, WI. at 10.00% interest per annum. This loan obligation was guaranteed by GREAT LAKES HIGHER EDUCATION CORPORATION and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$951.22 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 1/30/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$386.94 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 6/9/96, assigned its rights and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower owes the United States the following:

Principal:	\$ 351.78
Interest:	\$ 372.91
Administrative/Collection Costs:	\$ 0.00
Late fees:	\$ 0.00
Total Debt as of 05/01/00 :	\$ 734.69

Interest accrues on the principal shown here at the rate of \$0.10 per day.

Pursuant to 28 USC §1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/15/00

Name: Kathleen O'Connell
Title: Loan Analyst
Branch: Litigation

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AUG 22 1988

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number: 379 82 2515
 2. First Name: KENNETH
 3. Middle Initial: F
 4. Birthdate: 12/27/64
 5. Permanent Home Address: 318 LAKEWOOD DETROIT MI 48215
 6. State of Driver's License: MT
 7. Driver's Lic. #: NONE
 8. State of Veh. Reg.: NONE
 9. Loan Period: From 08/88 To 02/89
 10. Loan Amount Requested: \$2625
 11. Major course of study: Auto Mech
 12. List post secondary institutions you have attended including dates: NONE
 13. Have you ever defaulted on a GSL, PLUS/SLS or Consolidation Loan? Yes No
 14. Have you received a GSL, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1988? Yes No

15. List below all GSL, PLUS/SLS and Consolidation Loans. Do Not include Perkins (NSDL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE". If out-of-state loan, include proof of interest rate and unpaid balance.

Name of Lender	City and State of Lender	Loan Period Beginning Date	Interest Rate	Unpaid Balance
		Mo. Year	% \$	
		Mo. Year	% \$	

16. Wisconsin Residents Only. Marital Status: ☐ married ☐ legally separated
 17. Parent or Guardian (if deceased, other relative): Lillian Newton, Address: 120 S GREENWOOD AUSTIN TEXAS, Area Code/Telephone No.: 512 926-7167
 18. Other Relative (not living at 17a or 17c or 4): FANNIE NEWTON, Address: 8855 NEAL DET, MI 48213, Area Code/Telephone No.: 723-4198
 19. Other Relative or Friend (not living at 17a or 17c or 4): 2926 NEWPORT DET, MI 48215, Area Code/Telephone No.: NONE

20. Promissory Note for a Guaranteed Student Loan
 21. I, the undersigned, do hereby certify that I am the borrower named in the above application and I agree to the terms and conditions of the loan.
 22. I agree to pay to the lender the sum of \$2625.00 on or before the date specified in the above application.
 23. I agree to pay to the lender the sum of \$2625.00 on or before the date specified in the above application.
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 100. I agree to pay to the lender the sum of \$2625.00 on or before the date specified in the above application.

SECTION 2-TO BE COMPLETED BY THE SCHOOL
 1. Name of School: Mich. Career Inst
 2. Address: 14520 Gratiot Det, MI 48205
 3. Area Code/Telephone No.: 313/526-6600
 4. Grade: 02
 5. Anticipated Grad. Date: 5-89
 6. Est. Cost of Educ.: \$7205
 7. Estimated Financial Aid: \$3095
 8. Estimated Financial Contribution: \$1200
 9. Estimated Loan Amount: \$2625
 10. Disbursement Date: 1-3-89
 11. Signature of School Official: William Harris - Asst. Dir. Fin. Ad 8-18-88

SECTION 3-TO BE COMPLETED BY THE LENDER
 1. Name of Lender: First Bank (N.A.)
 2. Street Address: P.O. Box 8931
 3. City, State, Zip Code: Madison, WI 53708
 4. Area Code/Telephone No.: 1-800-862-3806 (IN-STATE) 1-800-862-8067 (OUT-STATE)
 5. Entity Number: 39-0152428
 6. Total Amount Approved: \$2625
 7. Signature of Student Loan Official: Richard H. Johnston, Vice-President
 8. Date: 8-18-88

UPON LENDER COMPLETION MAIL ONLY GLHEC AND LENDER COPIES TO: First Bank Loan Origination Center
 P.O. Box 8931, Madison, WI 53708

2. **DEFINITIONS.** All words, phrases, and conditions not defined in this Note shall be construed according to the common and approved usage unless a technical meaning is ascribed to them by Title IV, Part B Higher Education Act of 1965 (20 U.S.C. 1071 *et seq.*), as amended, called the "Act" or Federal Regulations. The U.S. Secretary of Education shall interpret the Act. The Great Lakes Higher Education Corporation shall be called "GLHEC".

3. **APPLICABLE INTEREST RATE.** (1) The Maker agrees to pay an amount equivalent to simple interest (as specified in (4)) on the unpaid principal balance from the date of disbursement until the entire principal sum and accrued interest are paid in full. (2) However, the Secretary will pay the interest that accrues on this loan prior to repayment status and during any deferment, if it is determined that the Maker qualifies to have such payments made on the Maker's behalf under the regulations governing the Guaranteed Student Loan Program ("GSLP"). In the event that the interest on this loan is payable by the Secretary, neither the lender nor the holder of this Note may attempt to collect the interest from the Maker. The Maker, however, may choose to pay the interest. (3) Once the repayment status begins the Maker will be responsible for all interest that accrues on this loan, except that if the interest accruing on this loan prior to the repayment period was payable by the Secretary, the Secretary will pay the interest that accrues during any period described under DEFERMENT (par 13) in this Promissory Note. (4) The interest rate will be determined according to the following: (a) If the Maker has an outstanding Guaranteed Student Loan(s) ("GSL") on the date the Maker signs this Note, the applicable interest rate will be the same as the applicable interest rate on the outstanding GSL(s). (b) If the Maker is borrowing for a period of enrollment which begins before July 1, 1988, and the Maker has no outstanding GSL(s), the applicable interest rate on this loan will be 8%. (c) If the Maker is borrowing for a period of enrollment which begins before July 1, 1988, and the Maker has no outstanding GSL(s) but the Maker has an outstanding balance on any PLUS, Supplemental Loans for Students ("SLS") made for enrollment periods beginning before that date or on any Consolidation loan(s) which begin before that date, the applicable interest rate on this loan will be 8%. (d) If the Maker is borrowing for a period of enrollment which begins after July 1, 1988, and the Maker has no outstanding balance on any GSL, PLUS, or SLS made for enrollment periods beginning before that date or on any Consolidation loan(s) which begin before that date, the applicable interest rate on this loan will be 8%. (e) If the Maker is borrowing for an enrollment period(s) beginning before that date, the applicable interest rate on this loan will be 8% until the fourth year of the Maker's repayment status and will be 10% beginning with the fifth year of the Maker's repayment status. (5) The applicable interest rate (a) until the end of the fourth year of the Maker's repayment status, and (b) beginning with the fifth year of the Maker's repayment status, will be identified on the GLHEC GSI Disclosure Statement. (6) The Maker may also receive rebate of interest, if required by the Higher Education Act of 1965, as amended, when the applicable interest rate is 10%. (7) The lender or other holder of this note may add accrued unpaid interest to the unpaid principal balance (capitalization) of this loan in accordance with regulations and policies of GLHEC.

4. **GUARANTEED INSURANCE FEE.** The Maker agrees to pay a loan guarantee insurance fee.

4. **GUARANTEE INSURANCE FEE:** The Maker agrees to pay a loan guarantee insurance fee to Lender equal to **1% of the Loan Amount**. The amount of this fee will be shown on the **GSL Disclosure Statement** and it will be deducted proportionally from each disbursement of this loan. This fee may be refundable if no amount of this loan has been disbursed to the Maker.

5. **LOAN ORIGINATION FEE:** The Maker agrees to pay to the lender a loan origination fee equal to **5% of the Loan Amount**. This fee may be increased to 5.5% by the lender pursuant to the sequestration provisions of the Balanced Budget and Emergency Deficit Control Act of 1985. The amount of this fee will be shown on the **GSL Disclosure Statement** and it will be deducted by the lender from each disbursement of the proceeds of the loan in an amount proportionate in accordance with the amount of each disbursement.

6. **PAYMENT OF NOTE:** During the Interior Period consisting of the term the Maker continues to pay to the Lender the amount of the note as shown on the **GSL Disclosure Statement** and it

6. **PAYMENT OF NOTE:** During the Interim Period consisting of the time the Maker continues to carry at an eligible institution at least one-half the normal full-time academic workload, (A) the lender will provide the Maker with the normal full-time academic salary and benefits, and (B) to sign the **Payment Schedule and Disclosures** form, provided by the lender, not later than 120 days prior to the expiration of the Grace Period, and for payment of any sums owed by the Maker and any Endorsor.

7. **MINIMUM PAYMENT.** The total annual payment by the Maker during any year of the repayment period on all GSI and PLUS/SLS loans made under the Act shall be agreed to by lender and Maker, be less than \$600 or the balance of all such loans plus accrued interest, whichever is less, except that if a husband and wife both have PLUS/SLS loans, the total combined annual payment on all such loans by husband and wife shall not be less than \$600 or the combined balance of all such loans, whichever is less. The required annual payment may be more than indicated above depending on the total amount borrowed.

8. **PREPAYMENT WITHOUT PENALTY.** The Maker and any Endorser may prepay the whole or any part of this Note at any time without penalty, and interest that was paid.

9. **LATE PAYMENT PENALTY.** A late payment penalty may be assessed on the unpaid amount of any installment not paid on or before the 10th day after its scheduled or deferred due date. The late charge may not exceed 6% of each installment or \$6 for each installment whichever is less. This charge may be added to the Maker's account and prior to allocation toward payment of any principal or interest.

10. **COLLECTION CHARGES.** The Maker and any Endorser are liable for all charges and collection costs, including statutorily authorized attorneys fees, that are assessed to the maker's account and deducted from any future payments the Secretary and are necessary for the collection of the loan.

12. **DISBURSEMENT SCHEDULE.** The Maker and lender agree that the amount paid to the Maker at the time of the loan shall be as follows:

12. **DISBURSEMENT SCHEDULE.** The Maker and Lender agree that the amount paid to the Maker shall be disbursed by check payable to the order of and registered at the address of the Maker according to the schedule listed on the GST Disclosure Statement.

13. **DEFERMENT** Payment of principal will be deferred after the repayment period begins, provided Maker complies with the procedural requirements set forth in the regulations governing the GSI Program in any of these circumstances including deferment renewals that may be required: (A) While Maker is enrolled — (a) Full-time study at a school that is participating in the GSI Program (unless Maker is not a citizen or national of the United States and is studying at a school not located in the United States); (b) Full-time study at a school that is participating in a vocational school that is operated by an agency of the Federal Government (e.g., the service academies); (c) A graduate fellowship program approved by the Secretary; or (d) A rehabilitation or training program for disabled individuals approved by the Secretary. (B) For periods not exceeding 3 years for each of the following while Maker is — (a) On active duty in the Armed Forces of the United States or serving as an officer in the Commissioned Corps of the United States Public Health Services; (b) Serving as a Peace Corps Volunteer; (c) Serving as a full-time volunteer under Title I or the Domestic Volunteer Service Act of 1973 (ACTION programs, e.g., VISTA); (d) Serving as a full-time volunteer for an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1954, while performing service which the Secretary has determined is comparable to service in the Peace Corps or ACTION programs; or (e) Temporarily totally disabled, as established by affidavit of a qualified physician, or unable to secure employment because Maker is providing care required by a dependent who is temporarily totally disabled, as established by affidavit of a qualified physician; or (f) Temporarily totally disabled, as established by affidavit of a qualified physician, or unable to find full time employment in the United States; and (E) Up to 6 months if borrower is pregnant or caring for a newborn or newly adopted child, and is not in attendance at an eligible school or gainfully employed, and was enrolled within the past 6 months at an eligible institution. For new borrower receiving a loan for a period of enrollment beginning on or after July 1, 1987, payment may also be deferred for: (A) Enrollment at least half-time (as determined by school), and receiving a GSI for the period of enrollment; (B) Up to 3 years while serving as an active duty member of the National Oceanic and Atmospheric Administration Corps; (C) Up to 3 years for full-time elementary or secondary school teachers in a teacher shortage area as prescribed by the Secretary; (D) Up to 2 years for service in an eligible internship or residency program leading to a degree or certificate awarded by an institution of higher education, a hospital, or a health care facility that offers post-graduate training; and (E) Up to 1 year for mothers of pre-school children entering or re-entering the work force who earn less than \$1 above minimum wage.

To be granted a deferment, Maker must provide the lender with written evidence of eligibility. Maker must subsequently notify the lender as soon as the deferment no longer exists.

14. **EVENTS OF DEFAULT.** This Note shall, at the option of the holder, become immediately due and payable upon the occurrence of any of the following events of default: (A) Failure of Maker to pay in full any monthly installment when due provided that this failure persists for 180 days or 240 days for less frequent installments; or (B) giving false or inaccurate information on an application for a student loan. Upon default all of the Maker's rights under this agreement shall be terminated, including but not limited to the deferments provided for in par. 13. Payment arrangements which may be allowed by the Great Lakes Higher Education Corporation after default, shall not reinstate or renew any such terminated rights of the Maker.

[illegible]

6. CREDIT BUREAU NOTIFICATION Information concerning the amount of this loan and its repayment schedule will be reported to the credit bureau(s) specified by the lender. If the borrower fails to make the required payments, the lender, the holder or guaranty agency will also report the default to one or more credit bureau(s) specified by the lender.

7. **ADDITIONAL PROVISIONS:** (A) The Maker and any Endorser are jointly and severally liable for all amounts owing under this Note and any nonpayment, notice of protest and protest of this Note, and consent to the following:

The Maker agrees to use the proceeds of the loan which this Note evidences solely to pay the expenses of attending MA. Mutual Capital Institution listed on the loan application and in which the Maker is enrolled or accepted for enrollment at the date of this Note, and for the loan period indicated on the application. (C) In the event of the Maker's death, total and permanent disability, or time occurring in his or her school enrollment: status (such as withdrawal from school or less than half-time attendance, graduation or transfer to other schools) or home address from that time indicated in the application for the loan. (E) The lender must provide information on the repayment status of this loan to any credit bureau or organizations upon the Maker's request. (F) Under the conditions set forth in the Uniform Commercial Code as adopted by any state and a subsequent holder of the Promissory Note, this Promissory Note is not intended to be the same rights available to the Maker for GSL and other educational loans. For further information the Maker should contact the lender. (G) Consolidation or refinancing options may be available to the Maker for GSL and other educational loans. For further information the Maker should contact the lender.

BORROWER CERTIFICATION. I declare, under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in Section I of this application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I also certify that I do not now owe a refund on a Pell Grant, Basic Grant, Supplemental Educational Opportunity Grant, or State Student Incentive Grant that I received to attend any school. I further certify that I am not now in default on any loan received under the Perkins Loan (formerly National Direct Student Loan), the Federal Insured Student Loan Program, or the PLUS/SLS or ALAS Programs at any school. I hereby authorize the educational institution to pay to the lender any refund which may be due me up to the amount of this loan. I further authorize any educational institution that may attend, or GLHEC, to release to the lending institution, subsequent holder, or their agents, any requested information pertinent to this loan (e.g., employment, enrollment status, prior loan history, current address). I also authorize the lender, subsequent holder, their agent, educational institution or GLHEC to make inquiries from prior or subsequent lenders or holders with respect to my application and related documents, and to make inquiries of my parents and other third parties to obtain information regarding my location, employment and sources of income. I certify that the proceeds of any loan made as a result of this application will be used for educational purposes for the academic period covered by this application at the educational institution named in this form. I understand that I am responsible for repaying any funds that I receive which cannot reasonably be attributed to this application at the educational institution named in this form. I also certify that I have read and understand the statement of borrower responsibilities attached to the application.